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#830199

A G R E E M E N T

BETWEEN

**THE BOARD OF EDUCATION OF
THE SCHOOL DISTRICT OF
THE CITY OF DETROIT**

AND THE

**DETROIT FEDERATION OF
PARA-PROFESSIONALS
LOCAL NO. 2350, AFT, MFT, AFL-CIO**

FEB 17 1997

**<NON-HOUR AIDES, E.S. SATELLITE AIDES,
AND E.S. SATELLITE COORDINATORS>**

3,500 m^l es

JULY 1, 1994 --- JUNE 30, 1997

22 pages

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A G R E E M E N T

This Agreement is entered into effective July 1, 1994, between the Board of Education of the School District of the City of Detroit, hereinafter referred to as the "Board" and the Detroit Federation of Para-Professionals, Local 2350, AFT, MFT, AFL-CIO, representing Noon-Hour Aides, E.S. Satellite Aides and E.S. Satellite Coordinators, hereinafter called the "Union".

ARTICLE I -- PURPOSE AND INTENT

The general purpose of this Agreement is to set forth wages, hours, terms, and conditions of employment to promote orderly and peaceful labor relations for the mutual interest of the school children of the City of Detroit, the Board, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in establishing and maintaining proper service to the community.

To these ends, the Board and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE II -- RECOGNITION

Pursuant to an in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay,

wages, hours of work, and other conditions of employment for the term of this Agreement of all employees of the Board included in the bargaining unit described in Certification of Representative issued by the Employment Relations Commission, Case No. R84A-18 . as follows:

All noon-hour and satellite personnel employed by the Detroit Board of Education excluding supervisors, all employees currently represented by other labor organizations and all other employees.

ARTICLE III -- EQUAL EMPLOYMENT OPPORTUNITY

The parties recognize and agree that neither shall discriminate against any employee because of race, religion, color, creed, sex, age, national origin, political belief, marital status, or membership in or association with the activities of any Union. The parties will work together to assure equal employment opportunities for all.

ARTICLE IV -- PROHIBITION AGAINST STRIKES

There shall not be any strike action of any type engaged in, or encouraged, by the Union against the Board. The Union will take affirmative steps to discourage and prevent strike action against the Board by its members.

ARTICLE V -- GENERAL DESCRIPTION OF WORK

- A. The service of the Noon-Hour Aide shall be generally utilized in the following manner:
1. To be an additional, supportive, understanding adult to whom young people may relate.
 2. To provide a link between the school and community.
 3. To assist in the supervision of students in holding areas. To accompany and assist in supervising students to and from the lunch-room or other supervised areas. To wipe down tables as needed and other related duties as assigned.
- B. The service of the Satellite Aide and Coordinator shall be generally utilized as outlined in the "handbook" as published by the Food Service Department.

ARTICLE VI -- SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Union President or designee and the Board, or its designated representatives, upon the written request of either party. Such meeting shall be between no more than four (4) and at least two (2) representatives of each party.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up at the special conference shall be confined to those included in the agenda. Such conferences shall

be held within ten (10) calendar days after the request is made. This time limit may be mutually extended by the parties.

ARTICLE VII -- ASSIGNMENTS

The assignment of duties and functions of the noon hour aide shall be the responsibility of the principal or his/her designee. (No member of this unit shall be a designee.)

The assignment of duties and functions of the satellite aide and coordinator shall be the responsibility of the food service manager or his/her designee.

Noon hour aides within a building who have completed at least two years of satisfactory work as a noon hour aide, shall be given first notice when a position becomes available; and, if she/he meets all other qualifications, she/he shall be given consideration for employment as a school service assistant.

ARTICLE VIII -- SENIORITY

A. Seniority by classification shall commence with the first day of hire (in this bargaining unit) and shall be ranked from highest to lowest. When more than one (1) employee is hired on the same date, seniority rank will be determined by:

1. Previous employment in other Board of Education positions.
2. Lowest number of the last three (3) digits of the individual's Board file number.

- B. Only members of the bargaining unit can accrue seniority in their classification. Members of the bargaining unit who are transferred or promoted out of the unit shall have their seniority frozen and will not accrue seniority until he/she returns to the bargaining unit.

ARTICLE IX -- LAYOFF AND RECALL

A. LAYOFF

The word "layoff" means a reduction in the working force due to a decrease of work or operating funds at a specific location.

In the event of a layoff, the order of layoff shall be:

1. Probationary employees, in accordance with their seniority.
2. Other employees, in accordance with their seniority, that is, the least senior employee being laid off first.

Each employee that is laid off shall be given a three (3) day notice which will specify the effective date of layoff. Employee(s) laid off through the procedure stated in this Agreement shall be maintained on a recall list.

- B. Laid-off employee(s) shall be recalled in the inverse order of their layoff, the most senior employee(s) being recalled in the first opening(s).

Recall will be by written notice to the employee's last known address on file with the Board and shall require that

the employee report to work within ten (10) days. If an employee fails to report for work, he/she shall be considered a quit. Extenuating circumstances in this regard will be the subject of a special conference.

ARTICLE X -- GRIEVANCE PROCEDURE

- A. A grievance is a complaint submitted that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
- B. Grievances shall be presented and adjusted in accordance with the following procedures:

The employee with a problem may first discuss the matter with the principal, directly or accompanied by the Union representative, with the objective of resolving the matter informally.

STEP 1.

In the event the matter is not resolved informally, the problem, stated in writing, may be lodged with or submitted as a grievance to the principal of the school in which the grievance arises within a reasonable time following the act or condition which is the basis of the grievance.

Grievances shall be submitted within thirty (30) calendar days from the time an event took place or within thirty (30) calendar days of the date it is reasonable to assume that the Union and/or the

individual first became aware of the conditions giving rise to the grievance.

a. A grievance may be lodged and thereafter discussed with the principal:

- (1) by an employee accompanied by a Union representative
- (2) through a Union representative if the employee so requests
- (3) by a Union representative in the name of the Union

b. Within ten (10) school days after receiving the grievance, the principal shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the employee, if any, who lodged the grievance, and to the Union.

STEP 2.

Within ten (10) school days after receiving the decision of the principal, the aggrieved employee may, on his/her own or through the Union office, or the Union in its own name may, appeal from the decision at Step 1 to the Area Superintendent, in the case of Noon-Hour Aides, or the Director of Food Service, in the case of Satellite Aides or Coordinators. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.

- a. Within ten (10) school days after delivery of the appeal, the Area Superintendent or the Director of Food Service shall investigate the grievance, including giving all persons who participated in Step 1 and representatives from the Union office a reasonable opportunity to be heard. Upon request, all parties will meet at the same time.
- b. Within fifteen (15) school days after delivery of the appeal, the Area Superintendent or Director of Food Service shall communicate his/her decision in writing, together with the supporting reasons, to the employee, if any, to the Union and to the principal.

STEP 3.

Within ten (10) school days after receiving the decision at Step 2, the Union may appeal from his/her decision to the Superintendent of schools or to any designee of the Superintendent upon whom the Superintendent has conferred authority to act on the premises. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 2.

- a. Within ten (10) school days after delivery of the appeal, the Superintendent or his/her designee shall investigate the grievance, including giving all persons who participated in Step 2 and representatives from the Union office a reasonable

opportunity to be heard. Upon request of the Superintendent or the Union, all parties will meet at the same time.

- b. Within fifteen (15) school days after delivery of the appeal, the Superintendent or designee shall communicate his/her decision in writing to the Union.

STEP 4.

In the event the above steps fail to resolve the dispute, the Union may, within twenty (20) school days, submit any grievance under this Agreement relating to the interpretation or application of any specific provision of this Agreement to arbitration under the labor arbitration rules of the American Arbitration Association, at the equal expense of the parties. The decision and award of the arbitrator shall be advisory only and not binding upon the parties.

- C.
 - 1. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during the school hours, they shall be excused with pay for that purpose.
 - 2. No employee at any stage of the grievance procedure will be required to meet with any administrator without Union representation.
- D. If a grievance arises from the action of authority higher than the principal of a school, the Union may present such

grievance at the appropriate step of the grievance procedure.

- E. 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 2. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.

ARTICLE XI -- WORKING RULES

The Board has established reasonable working rules pursuant to which all employees in the unit shall perform their assigned functions. The Union shall be consulted regarding any change in said working rules prior to any change therein.

ARTICLE XII -- PERSONNEL RECORDS AND FILES

- A. Personnel records shall continue to be confidential and carefully guarded in the interest of the individual employee. They are available only for administrative and supervisory use, but they are accessible, with the exceptions noted below, to the individual employee concerned.

- B. The individual employee may examine his/her own record with the Office of Non-Instructional Personnel. The exceptions include tests and reports from the Board Medical Examiner, Psychological Clinic, committees acting in selection or promotion processes, placement bureaus, and former employers which might make the Board liable to claims of improper disclosure or publication.
- C. The employee may be accompanied by a Union representative during the examination of his/her record provided that the employee has made a written request to the Board indicating that a Union representative will be present.
- D. No official report nor any derogatory statement about an employee in this bargaining unit shall be filed and considered part of the employee's permanent record by an administrator or supervisor unless such employee is sent a dated copy within a reasonable time thereafter. The employee shall have the right to submit a response to the report or statement.
- Such response shall be attached to and filed with the report of the statement in the employee's official personnel file. The employee shall have the right to grieve as to the relevancy of such statements to a current charge upon which personnel action is pending.

ARTICLE XIII -- HOURS OF WORK

The working hours of the Noon-Hour Aide shall be a maximum of three (3) hours per day, Monday through Friday, when school is in session during the regular school year.

The working hours of the Satellite Aides and Satellite Coordinators shall be a maximum of three and one-half (3-1/2) hours per day, Monday through Friday, when school is in session during the regular school year. In instances where additional work time is required, the principal or his designee shall contact Food Service to make the adjustment.

ARTICLE XIV -- SALARY SCHEDULE AND UNIFORM ALLOWANCE

A. **Satellite Coordinator:** Salary Schedule will receive an increase and will be paid \$5.75 per hour for the year 1994-95.

For the year 1995-96, the Satellite Coordinator will receive a bonus equal to three percent (3%), to be paid in two installments once at the end of the first semester of school in January, 1996, and the second at the end of the second semester in June 1996, but will not be added to the base until July 1, 1996.

For the 1996-97 the Satellite Coordinator will receive an increase of three percent (3%) in wages which will be added to the base, along with the aforementioned three percent (3%) for 1996.

B. **Noon Hour Aides:** Effective July 1, 1994, each member shall receive a three percent (3%) wage increase.

Effective July 1, 1995, each member shall receive a three percent (3%) wage increase.

Effective July 1, 1996, each member shall receive a three percent (3%) wage increase.

C. **Satellite Aides:** Effective July 1, 1994, each member shall receive a three percent (3%) wage increase.

Effective July 1, 1995, each member shall receive a three percent (3%) wage increase.

Effective July 1, 1996, each member shall receive a three percent (3%) wage increase.

D. **Satellite Aides and Satellite Coordinators:**

Effective July 1, 1995, each member in this classification shall receive reimbursement, up to \$100, for the purchase of uniforms and shoes. Receipts for such purchases must identify the items, and must be dated, and presented prior to the reimbursement, and no later than one month after the ratification of this contract, and, on that date hereafter, reimbursement must be made by November 30, of each year thereafter.

New members to the unit; will not be reimbursed for uniforms the first year of employment.

All members with the classification of Satellite Aide or Coordinator shall receive no less than ten (10) hours of inservice per year geared toward improving their job skills.

E. HOLIDAY PAY

Effective July 1, 1994, each member in this bargaining unit who works the day before and the day after shall be paid for Martin Luther King, Jr's Birthday.

ARTICLE XV -- JURY DUTY

An employee who is absent because he/she is performing jury duty in a municipal, State or Federal Court shall be paid the difference, if any, between his/her regular salary and the remuneration received as a juror for a period not to exceed fifty (50) days in any calendar year.

ARTICLE XVI -- ILLNESS DAYS

- A. All employees in this unit shall be authorized three (3) illness days per year, effective immediately following Board approval of the total Agreement.
- B. Short term leaves of absence may be granted consistent with Board of Education policy.
- C. If an employee is absent for five consecutive days, he/she will be sent a certified letter by the school principal or immediate supervisor, with a copy to Personnel, requesting her/him to contact the Personnel Office within a five day period. Failure to do so, the employee shall be considered a quit and employment will be terminated by the Board.
- D. If an employee is absent more than fifteen days within a year, she/he will be terminated. The employee will receive

a written warning notice after the tenth absence apprising them of the situation. The Union representative shall be present.

ARTICLE XVII -- DUES CHECKOFF/AGENCY SHOP

- A. The Board shall deduct from the pay of each employee from whom it receives a written and dated authorization to do so, the required amount of funds for payment of Union dues or for agency shop fees.

Such funds, accompanied by a list of employees from whom they have been deducted, and the amount, shall be forwarded to the Union no later than forty (40) days after the deductions have been made.

The Union will notify the Board forty (40) days prior to any change in such dues.

- B. All employees employed in the bargaining unit or who become employees in the bargaining unit who are not already members of the Union, shall within sixty (60) days of the effective date of this provision, or within sixty (60) days of the date of hire by the Board, whichever is later, become members, or in the alternative, shall within sixty (60) days of the effective date of this provision, or within sixty (60) days of their date of hire by the Board, whichever is later, as a condition of employment, pay to the Union each month a service fee in the amount equal to the regular monthly Union membership dues uniformly required of

- employees of the Board who are members.
- C. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).
 - D. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues or service fees.
 - E. If any provision of the Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
 - F. The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.
 - G. Failure of an employee to comply with this provision shall be cause for his/her termination.

ARTICLE XVIII -- WEATHER EMERGENCIES - TEN-MONTH EMPLOYEES

Scheduled days of student attendance that are cancelled because of conditions not within the control of authorities shall be rescheduled when the district is unable to meet the State mandatory requirements.

When the cancelled days become less than the State requirement for student attendance, ten-month employees shall not be compensated for mentioned days. Such days will be rescheduled with employees being paid the pay period following.

Rescheduling of days shall not affect annual salary, compensation or other benefits provided within this Collective Bargaining Agreement.

ARTICLE XIX -- LIFE INSURANCE

Effective January 1, 1990, the Board shall provide group term life insurance for each member in this bargaining unit, in the amount of \$2,500.00.

ARTICLE XX -- EVALUATION, COMPETENCE, AND TERMINATION PROCEDURES

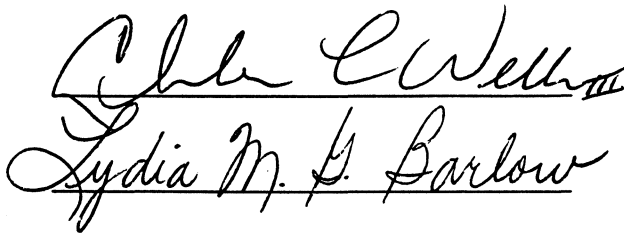
All employees in the bargaining unit shall be evaluated on the School Service Assistant Rating Form by their principal or designee once per semester, not later than December of the first semester and April of the second semester. (The designee must not be a member of the bargaining unit.)

Any employee receiving an unsatisfactory rating will be given thirty (30) calendar days in which to improve. If an employee fails to improve, he/she shall be terminated upon two week notice. At the time the termination is given, the building representative will also be notified.

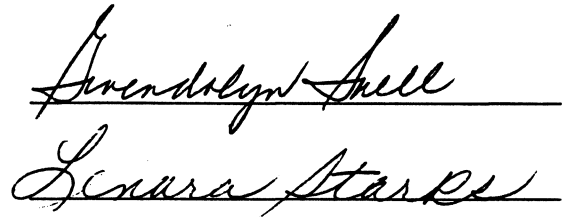
ARTICLE XXI -- DURATION

This Agreement shall be effective, except where expressly stated to the contrary, as of July 1, 1994 through June 30, 1997.

FOR THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT OF
THE CITY OF DETROIT,
MICHIGAN:


Lydia M. G. Barlow

FOR THE DETROIT FEDERATION
OF PARAPROFESSIONALS, LOCAL
NO. 2350, AFT, MFT, AFL-CIO,
NOON-HOUR AIDES, E.S.
SATELLITE AIDES, AND E.S.
SATELLITE COORDINATORS:


Lenora Starke

DATED: _____

Approved and adopted by action of the Board of Education on:
February 13, 1996.

By: 
IRMA CLARK, PRESIDENT
BOARD OF EDUCATION


KATHLEEN SMITH
SECRETARY OF THE BOARD

DETROIT PUBLIC SCHOOLS
1994-95 SALARY SCHEDULE S
NOON HOUR AIDES, E. S. SATELLITE AIDES AND E. S. SATELLITE COORDINATORS
(39 Weeks)

Pay Class Code	Position Code	Description Regular Positions	Step	+3%
				Effective 7/1/94 Hourly Rate
6000	0436	Noon Hour Aide (Regular)		\$5.1199
6030	2559	Satellite Aide, Food Service, E. S.	1	5.3385
		After 10-months	2 (1)	5.3885
6040	2558	Satellite Coordinator, Food Service, E. S.	1	5.7500
		After 10-months	2 (1)	5.8000
Alternate Positions				
8640	3559	Satellite Aide, E. S. - Additional Position	1	5.3385
			2 (1)	5.3885
9490	3559	Satellite Aide, E. S. (Breakfast Program)	1	5.3385
			2 (1)	5.3885
8650	3558	Satellite Coordinator, E. S. - Additional Position	1	5.7500
			2 (1)	5.8000

(1) Rate differential \$.05 cents per hour.

DETROIT PUBLIC SCHOOLS
1995-96 SALARY SCHEDULE S
NOON HOUR AIDES, E. S. SATELLITE AIDES AND E. S. SATELLITE COORDINATORS
(39 Weeks)

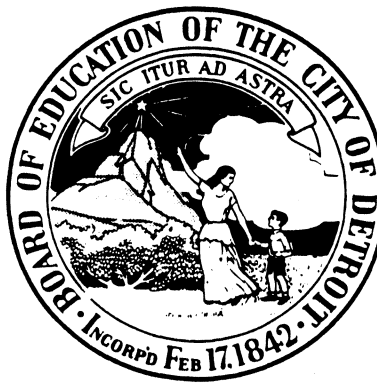
Pay Class Code	Position Code	Description Regular Positions	Step	+3% Effective 7/1/95 Hourly Rate
6000	0436	Noon Hour Aide (Regular)		\$5.2734
6030	2559	Satellite Aide, Food Service, E. S. After 10-months	1 2 (1)	5.4986 5.5486
6040	2558	Satellite Coordinator, Food Service, E. S. After 10-months	1 2 (1)	5.7500 5.8000
Alternate Positions				
8640	3559	Satellite Aide, E. S. - Additional Position	1 2 (1)	5.4986 5.5486
9490	3559	Satellite Aide, E. S. (Breakfast Program)	1 2 (1)	5.4986 5.5486
8650	3558	Satellite Coordinator, E. S. - Additional Position	1 2 (1)	5.7500 5.8000

(1) Rate differential \$.05 cents per hour.

DEPARTMENT OF PUBLIC SCHOOLS
1996-97 SALARY SCHEDULE S
NOON HOUR AIDES, E. S. SATELLITE AIDES AND E. S. SATELLITE COORDINATORS
(39 Weeks)

Pay Class Code	Position Code	Description Regular Positions	Step	+3% Effective 7/1/96 Hourly Rate
6000	0436	Noon Hour Aide (Regular)		
6030	2559	Satellite Aide, Food Service, E. S. After 10-months	1	\$5.4316
			2 (1)	5.6635
6040	2558	Satellite Coordinator, Food Service, E. S. After 10-months	1	5.7135
			2 (1)	6.1001
				6.1501
Alternate Positions				
8640	3559	Satellite Aide, E. S. - Additional Position	1	5.6635
9490	3559	Satellite Aide, E. S. (Breakfast Program)	2 (1)	5.7135
			1	5.6635
8650	3558	Satellite Coordinator, E. S. - Additional Position	2 (1)	5.7135
			1	6.1001
			2 (1)	6.1501

(1) Rate differential \$.05 cents per hour.



DETROIT BOARD OF EDUCATION

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Hon. Juan Jose' Martinez, *District 2*

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Hon. Kenneth R. Daniels, *District 6*

Hon. April Howard Coleman, *District 7*

DETROIT PUBLIC SCHOOLS

David L. Snead, Ph.D., *General Superintendent*

The Board of Education of the school district of the City of Detroit does not discriminate in course offerings to any student on the basis of race, sex, color, creed, national origin, religion, marital status or handicap, as required by Titles VI and VII of the Civil Rights Act of 1964 as amended, Title IX of the Education Amendments of 1972 and Section 504 of the Handicap Act of 1973.